

DRAFT

COUNTY
OFFICE OF CHILD SUPPORT ENFORCEMENT

Top Copy – Clerk of the Court
Bottom Copy – OCSE
Bottom Copy – Obligor
Bottom Copy – Oblige

CSES No. _____ **Court Order No.** _____

Obligor's Name: _____
Obligor's Address: _____
City, State, Zip: _____

Obligee's Name: _____
Obligee's Address: _____
City, State, Zip: _____

AFFIDAVIT OF SUPPORT

This Affidavit of Support is a legal document and constitutes a legal finding of a support obligation agreed to by the parties, this _____ day of _____, 20____.

The parties are advised of their right to seek legal counsel before signing this Affidavit of Support.

The parties are advised that the Affidavit of Support is considered executed and effective the date the parties sign the Affidavit. If the parties sign the Affidavit of Support on different days, the date of execution shall be the later of the dates.

The parties are advised that either party has the right to rescind this Affidavit of Support in writing to the Office of Child Support Enforcement within 60 days after signing the Affidavit of Support.

The parties are advised of their right to challenge the Affidavit of Support in court on the basis of fraud, duress, or material mistake of fact or that the Affidavit of Support is not in accordance with the Child Support Guidelines.

The provisions of this Affidavit of Support shall remain in effect until superseded by a Court Order or a subsequently executed Affidavit of Support.

The provisions of this Affidavit of Support are subject to review by the Office of Child Support Enforcement for possible modification on request of any party.

AGREED, that the attached guidelines worksheet represents the true income of the parties.

AGREED, that the Obligor shall pay the sum of \$_____ per month for the support of the following minor child(ren):

Name: (Print full name(s))

Date of Birth:

beginning _____, 20____; and it is further

AGREED, that the first payment due date is _____, and it is further

AGREED, that pursuant to Article 1 of the Rules of Interpretation, § 24(a), Annotated Code of Maryland, the Obligor's child support obligation shall continue until such time as the child(ren) die, marry, become emancipated, reach the age of eighteen years or, if any child attains the age of eighteen years and is enrolled in secondary school, until such child graduates from or is no longer enrolled in secondary school or attains the age of nineteen years, whichever event occurs first; and it is further

AGREED, that pursuant to Md. Code Ann., Family Law §10-1A-03(b), if the Obligor becomes delinquent in fulfilling the child support obligation, any enforcement remedy provided in accordance with state and federal law, including contempt of court, may be applied.

AGREED, that the Obligor is in arrears in his/her child support in the amount of \$_____ as of _____, 20____, and shall pay the sum of \$_____ per month towards the arrearages beginning _____, 20____; and it is further

AGREED, that the Obligor/Obligee shall provide such health and hospitalization insurance coverage for the minor child(ren) as may be reasonably available through an employer or other group and shall provide the Office of Child Support Enforcement with evidence of said coverage within two weeks of insurance availability; and it is further

AGREED, that the Office of Child Support Enforcement may issue a national medical support notice on the Obligor/Obligee's employer after the Affidavit of Support has been signed; and it is further

AGREED, that all payments shall be made payable to the Maryland Child Support Account, P.O. Box 17396, Baltimore, MD 21297-1396 and shall reference CSES#_____; and it is further

AGREED, that pursuant to Md. Code Ann., Family Law § 10-124, the Office of Child Support Enforcement may serve an earnings withholding notice on the Obligor's employer; and it is further

AGREED, that if the minor child(ren) become emancipated while an arrearage is owing, the Obligor shall continue making payments in the same amount and manner as the prior ongoing support, which shall be applied to the arrearages until they are paid in full; and it is further

AGREED, that any payments made directly by the Obligor to the Obligees or the minor child(ren) may be considered voluntary contributions and not payments made pursuant to this Affidavit of Support; and it is further

AGREED, that in the event that either party exercises their right to rescind the Affidavit of Support, any amounts paid to the Obligees shall be considered owed and due to the Obligees.

AGREED, that the Obligor shall notify the Court and the Office of Child Support Enforcement within ten (10) days of any change of address or employment or health insurance coverage so long as the Affidavit of Support is in effect.

We hereby agree to the provisions of the above Affidavit of Support.

Obligor (Signature) _____ Date: _____

Obligee (Signature) _____ Date: _____